STATE OF COLORADO

INTERAGENCY AGREEMENT

COVER PAGE

Paying State Agency

Insert Department or IHE’s Full Legal Name

Performing State Agency

Insert Department or IHE’s Full Legal Name

Agreement Number

Insert CMS number or Other Agreement Number Encumbrance Number of Financial System Designation

Agreement Performance Beginning Date

The later of the Effective Date or Month Day, Year

Agreement Expiration Date

Month Day, Year

Agreement Maximum Amount

Term

State Fiscal Year 20xx: $0.00

State Fiscal Year 20xx: $0.00

State Fiscal Year 20xx: $0.00

State Fiscal Year 20xx: $0.00

State Fiscal Year 20xx: $0.00

**Total** for All State Fiscal Years: **$0.00**

Agreement Authority

Insert Brief Description of the Authority to enter into the Agreement

Agreement Purpose

Briefly describe the Agreement's purpose

Exhibits and Order of Precedence

The following Exhibit(s) and attachment(s) are included with this Agreement:

1. Exhibit A – Statement of Work

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Agreement.
2. Exhibit A, Statement of Work.

Principal Representatives

For the Paying State Agency:

Name

Department/IHE Name

Address Line 1

Address Line 2

City, State ZIP

Email

For the Performing State Agency:

Name

Department/IHE Name

Address Line 1

Address Line 2

City, State ZIP

Email

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

STATE OF COLORADO

Jared S. Polis, Governor

INSERT-Name of Paying Agency or IHE

INSERT-Name & Title of Head of Paying Agency or IHE

By: Name & Title of Person Signing for Paying Agency or IHE

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INSERT-Name of Performing Agency or IHE

INSERT-Name & Title of Head of Performing Agency or IHE

By: Name & Title of Person Signing for Performing Agency or IHE

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE CONTROLLER

**Robert Jaros, CPA, MBA, JD**

By: Name of Paying Agency or IHE Delegate

Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

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1. PARTIES

This Interagency Agreement (this “Agreement”) is entered into by and between the Paying Agency, (the “Paying Agency”), and the Performing Agency, (the “Performing Agency”) who are named on the Cover Page of this Agreement. The Paying Agency and the Performing Agency may each individually be referred to as a “Party” and collectively as the “Parties.” Each Party is an agency of the STATE OF COLORADO, hereinafter called the “State.”

1. TERM AND EFFECTIVE DATE
   1. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date.

* 1. Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Agreement Expiration Date shown on the Cover Page for this Agreement unless sooner terminated or further extended in accordance with the terms of this Agreement.

* 1. Termination for Convenience

Either Party may terminate this Agreement for convenience by giving the other Party 90 days prior written notice setting forth the date of termination.

1. STATEMENT OF WORK AND BUDGET
   1. Work

The Performing Agency shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The Paying Agency shall have no liability to compensate the Performing Agency for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

* 1. Goods and Services

The Performing Agency shall procure goods and services necessary to complete its obligations using Agreement funds and shall not increase the maximum amount payable hereunder by the Paying Agency.

1. PAYMENTS TO THE PERFORMING AGENCY
   1. Maximum Amount

Payments to the Performing Agency are limited to the unpaid, obligated balance of the Agreement funds. The Paying Agency shall not pay the Performing Agency any amount under this Agreement that exceeds the Agreement Maximum Amount for that State Fiscal Year shown on the Cover Page for this Agreement.

* 1. Payment Procedures
     1. The Performing Agency shall initiate payment requests by invoice to the Paying Agency, in a form and manner approved by the Paying Agency. To facilitate Fiscal Year End closing, final invoices for each Fiscal Year should be submitted to the Paying Agency by July 15th of the following Fiscal Year.
     2. The Paying Agency shall pay each invoice within 30 days following the Paying Agency’s receipt of that invoice, so long as the amount invoiced correctly represents work completed by the Performing Agency and previously accepted by the Paying Agency during the term that the invoice covers.
     3. In accordance with the Fiscal Procedures Manual, each Agency shall report the outstanding balance of this Agreement on Exhibit AR\_AP at Fiscal Year end.

1. RECORDS, MAINTENANCE, AND INSPECTION
   1. Maintenance

During the term of this Agreement and for a period terminating upon the later of (i) the six year anniversary of the final payment under this Agreement or (ii) the resolution of any pending Agreement matters (the “Record Retention Period”), each Party shall maintain, and allow inspection and monitoring by the other Party, and any other duly authorized agent of a governmental agency, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the work or the delivery of services or goods hereunder.

* 1. Inspection

The Paying Agency shall have the right to inspect the Performing Agency’s performance at all reasonable times and places during the term of this Agreement. The Performing Agency shall permit the Paying Agency, and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Agreement, to audit, inspect, examine, excerpt, copy and/or transcribe the Performing Agency's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Paying Agency shall not unduly interfere with the Performing Agency’s performance hereunder.

1. CONFIDENTIAL INFORMATION

Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information, unless a different standard is set forth in this Agreement. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party.

1. DISPUTE RESOLUTION

The failure of a Party to perform its respective obligations in accordance with the provisions of this Agreement is a breach of this Agreement. In the event of disputes concerning performance hereunder or otherwise related to this Agreement, the Parties shall attempt to resolve them at the divisional level. If this fails, disputes shall be referred to senior departmental management staff designated by each Party. If this fails, the executive director of each Party shall meet and attempt resolution. If this fails, the matter shall be submitted in writing by both Parties to the State Controller, whose decision shall be final.

1. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party’s Principal Representative at the address set forth on the Cover Page or **(C)** as an email with read receipt requested to the Principal Representative at the email address, if any, set forth on the Cover Page for this Agreement. Either Party may change its Principal Representative by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

1. GENERAL PROVISIONS
   1. Assignment

The Performing Agency’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Paying Agency. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of the Performing Agency’s rights and obligations approved by the Paying Agency shall be subject to the provisions of this Agreement.

* 1. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

* 1. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

* 1. Third Party Beneficiaries

Except for the Parties’ respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

Exhibit A, Statement of Work AND BUDGET